

## PROFESSIONAL SERVICES AGREEMENT – ANNUAL TRENDING

This SERVICE AGREEMENT (the "AGREEMENT") between Nexus Group, Inc. ("Nexus") and the Monroe County Board of Commissioners and County Assessor of Monroe County, Indiana ("Client") and made and entered into as of this 22 day of October 2006.

### RECITALS:

Whereas, Nexus operates a tax research and consulting firm based in Indiana and has certain skills and expertise in regards to the services to be performed;

Whereas, Client desires to retain the benefit of Nexus's service, knowledge, skills and expertise in certain specified areas of Indiana property taxation; and

Whereas, Client and Nexus are desirous of documenting the terms and conditions of said relationship;

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement. Now, therefore, in consideration of the premises and the mutual covenants, agreements and representations herein contained, and other good and adequate consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **Engagement.** Client hereby engages Nexus as a service provider, consultant and advisor to the Client with respect to the matters identified in Section 2 hereof and in Attachment 1 to this AGREEMENT for the compensation as set forth in Section 3 hereof and for the term as set forth in Section 5 hereof. Nexus hereby accepts this engagement by Client as a service provider, consultant and advisor with respect to such matters and for such compensation and term.
2. **Services to be Performed.** During the term of this AGREEMENT, Nexus shall provide verbal and/or written reports, communications, data analysis and other related and necessary information ("Services") to the Client in general regards to property class ratio studies, income analysis, neighborhood delineations, trending or market factors, appeal, land valuation as may be desired by the Client, for all property classes (vacant and improved) on a delivery schedule mutually agreeable to both Client and Nexus. These Services and deliverables are further outlined and detailed in Attachment 1 to this AGREEMENT. Client and Nexus may alter the scope and nature of the Services upon mutual agreement. Nexus shall work closely with Client to ensure that Nexus completes those Services necessary so that Client meets all statutory deadlines. Nexus agrees to work in conjunction with the Client and other service providers, including but not limited to those associated with the reassessment and/or

software provision, to integrate and transfer information so as to provide information to the Client in a uniform format. All work product of Nexus shall meet the requirements as established by the Department of Local Government Finance consistent with Regulation 17 as detailed in Version A of the 2002 Real Property Assessment Manual, any subsequent alterations to this document, as well as pertinent and other related adopted rules.

3. **Compensation.** In consideration for the Services as described in Section 2 hereof Nexus shall receive the sum of \$150,000.00; invoiced per the following schedule:

December 1, 2006 -	\$37,500.00
January 1, 2007 -	\$37,500.00
April 1, 2007 -	\$37,500.00
July 1, 2007 -	\$37,500.00

Nexus shall submit an invoice or claim for payment to Client on the above-indicated dates. Invoices are due within 45 days, with an additional grace period of 15 days. Payments outstanding after such grace period will be charged a one percent (1%) monthly interest charge.

4. **On-Site Presentations and/or Defense.** Nexus agrees to provide public presentations, defend and/or support any aspect of these Services in any forum, public or private, as deemed necessary by the Client.
5. **Term, Termination, Extension and Suspension.** Subject to termination or suspension as described herein, the term of this AGREEMENT shall commence on the earliest date referenced herein and continue for a period of one year. Either party may cancel this AGREEMENT at any time with thirty (30) days notice and for good and just cause. Client may suspend or terminate the provision of Services at their sole discretion for good and just cause (such as untimely and/or inadequate performance, reassessment delay by the Governor, State Legislature, Indiana Tax Court, and/or Indiana Supreme Court). In the event of a suspension of Service provision, the payment of any and all outstanding compensation due and payable in Section 3 shall likewise be suspended. At the resumption of Services, Nexus and Client would make a good faith effort to amend this AGREEMENT concerning due dates for deliverables and a compensation schedule. By mutual agreement of the parties, this AGREEMENT may be amended by written addendum without rebidding to permit the County Assessor and Commissioners to contract for other assessment-related activities for assessment year 2008 and subsequent years until the next General Reassessment year.

6. **Confidentiality.** Nexus shall maintain the confidentiality of all Client records, data, information, correspondence of any type and similar. All information related to these Services shall be provided to the Client only, unless otherwise directed by Client, or as so directed by a Court of Law.
7. **Independent Contractor.** Nexus shall at all times be an independent contractor hereunder, rather than a coventure, agent, employee or representative of the Client. Client hereby acknowledges and agrees that Nexus may engage directly or indirectly in other business and ventures not otherwise proscribed hereby.
8. **Proscribed Activities.** Nexus or its shareholders shall not file any type of real or personal property appeal on behalf of any person(s), corporations or business entities in regards to property owned, held or possessed in Monroe County, Indiana.
9. **Enforcement.** The provisions of this AGREEMENT shall be enforceable notwithstanding the existence of any claim by either Client or Nexus against the other. Each of the parties of this AGREEMENT shall have the right to specific performance and injunctive relief to enforce the terms of this AGREEMENT.
10. **Governing Law.** The AGREEMENT shall be construed in accordance with the laws of the state of Indiana.
11. **Waiver of Breach.** The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.
12. **Entirety.** This AGREEMENT represents the complete and final agreement of the parties with respect to delivery of Services and shall control over any other statement, representation or agreement. Any changes to the Agreement must be in writing, signed by both parties.
13. **Survival.** The provisions of this AGREEMENT relating to confidentiality shall survive the termination of the AGREEMENT.
14. **Captions.** The captions of this AGREEMENT are for convenience of reference only and shall not be deemed to define or limit any of the terms hereof.
15. **Binding Effect.** This AGREEMENT shall insure to the benefit of both parties and their successors and assigns shall be binding upon both parties.
16. **Indemnification.** Both Client and Nexus agrees to indemnify, defend and hold harmless the other from and against any and all costs, expenses and

liability, including, but not limited to, reasonable attorney fees, which it may incur in the event of a breach by the other party of its obligations hereunder or arising from acts or omissions of the other party in performing its obligations hereunder.

17. **Contract Representative.** The Client may designate a Contract Representative to serve as the primary contact person for notifications and receipt and/or coordination of Services. The Nexus Contract Representative shall be Frank S. Kelly, 4225 N. Illinois Street, Indianapolis, IN 46208 (317-925-7783).
18. **Notices.** All written notices shall be directed, if to Nexus, at: 4225 N. Illinois St., Indianapolis, IN 46208; and if to Client, at: Monroe County Courthouse, Room 104, Bloomington, IN 47404.
19. **Responsibilities.** The final determination of assessed value and true tax value is and shall remain the responsibility of the Client.
20. **Non-Discrimination.** Pursuant to I.C. 22-9-1-10, Nexus and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.
21. **Delays.** Whenever Nexus or the Client have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within fifteen (15) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.
22. **Subcontracting.** Nexus must obtain the approval of the Client before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials. If subcontractors are used, Nexus is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.
23. **Force Majeure.** Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other

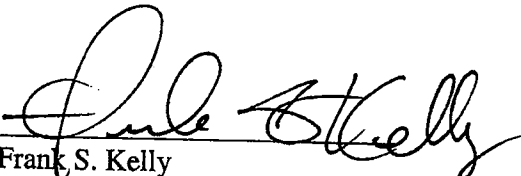
similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

24. **Maintaining A Drug-Free Workplace.** Nexus hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Client within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace. It is further expressly agreed that the failure of Nexus to in good faith comply with the terms of the above, or falsifying or otherwise violating these terms shall constitute a material breach of this Agreement, and shall entitle the Client to impose sanctions against Nexus including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of Nexus from doing further business with the Client for up to three (3) years.

In witness whereof, the undersigned have executed this AGREEMENT effective as of the day and year first set forth above.

"Nexus"

By:

  
Frank S. Kelly  
President

Date 10-31-06

By:

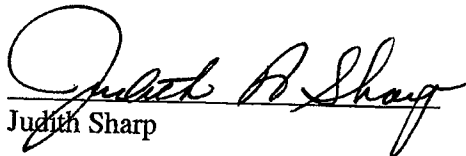
\_\_\_\_\_  
Jeffrey S. Wuensch  
Chief Operating Officer

Date \_\_\_\_\_

"Client"

Monroe County Assessor

By:

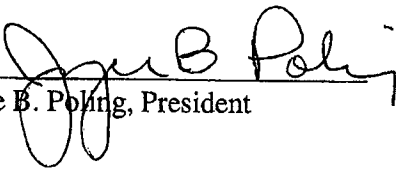
  
Judith Sharp

Date 10-31-06

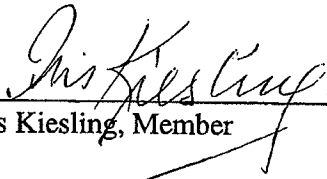
In witness whereof the undersigned have executed the Agreement effective as of the day and year first set forth above.

**MONROE COUNTY BOARD OF COMMISSIONERS**

"Ayes"

  
\_\_\_\_\_  
Joyce B. Poling, President

\_\_\_\_\_  
Herb Kilmer, Vice President

  
\_\_\_\_\_  
Iris Kiesling, Member

ATTEST:

\_\_\_\_\_  
Sandy Newmann, Auditor

"Nays"

\_\_\_\_\_  
Joyce B. Poling, President

\_\_\_\_\_  
Herb Kilmer, Vice President

\_\_\_\_\_  
Iris Kiesling, Member

## **Attachment 1 – ADDENDUM**

### **Nexus Group Deliverables**

1. Update of Monroe County Ratio Study (medians, COD's and other statistics as needed).
2. Provide technical support to the County Assessor and PTABOA on all issues.
3. Provide technical support to the County Assessor, PTABOA and to Meighen & Associates in regards to appeals (property inspections, data collection, income analysis, expert witness testimony, etc.).
4. Review all existing neighborhood designations, suggest reclassifications, and determine appropriate, updated neighborhood factors. This process would begin with the neighborhoods demonstrating the most serious assessment issues.
5. Land Valuation for all improved and unimproved property classes by property class, area, use and township as appropriate. This includes on-site inspections of vacant land sales, extraction of values from improved sales, and/or site valuations as needed.
6. Continued collection of income/expense information. Data will continue to be compiled and applied to assessments as appropriate. This data will also be used to consider appeals. Capitalization and vacancy rates will be determined. Our initial targets are commercial properties where income capitalization provides a better estimate of value (ex. campus-area apartments).
7. Residential improvements in areas where the neighborhood factor is deemed high and areas where significant residential-type rental property exists will be data-collected and reviewed in both cost-based assessment and income-based methods. Land use charts will be developed as needed to assist in determining where income valuations better reflect underlying value. We envision a more refined use-value based assessment for owner-occupied as compared to rental property value.
8. Annually revisit 1/3 of commercial & industrial property for any changes in use or other pertinent data. Correct property location address as needed. Properties may be visited by township or by property type, as directed by the Client.
9. Re-examination of all commercial & industrial property with obsolescence.